



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
901 NORTH 5TH STREET
KANSAS CITY, KANSAS 66101

JUN 11 2002

Mr. Earl Tucker
412 Hill Street
Herculaneum, Missouri 63048

Dear Mr. Tucker:

I understand that Doe Run has approached you, as part of the lead cleanup that EPA is requiring Doe Run to do in Herculaneum, and asked for your permission to sample your yard soil for the presence of lead. I also understand that you have declined to allow them to do so. I am writing this letter to ask you to reconsider, and allow EPA, instead of Doe Run, to sample your residence for lead contamination. This sampling is being offered at no cost to you and would consist of collecting a small portion of your yard soil for analysis.

As you may be aware, many of the residential yards located east of Highway 61 in Herculaneum have been found to contain lead at levels that pose a health risk to young children. Should sampling determine that lead contamination is present in your yard soil, we would offer to replace the upper one foot of contaminated soil with clean soil and clean the interior of your home. Again, these activities would be available at no cost to you.

The EPA is encouraging everyone in your community to participate in the sampling and lead cleanup in Herculaneum. These actions will reduce the potential for exposure to lead in your community and may ultimately help maintain the value of your home.

Enclosed is an access agreement form that would permit EPA representatives to sample the yard soil at your property located at 412 Hill Street. If you choose to consent, please sign the form and return it to Mr. Jim Silver using the self addressed, stamped envelope.

Should you have any questions concerning these initiatives, I can be reached at 1-800-223-0425. Thank you for your cooperation in this matter.

Sincerely,

Bruce A. Morrison
Project Manager
Superfund Division

40338892



Superfund

Enclosure

ACCESS AGREEMENT

RIGHT OF ENTRY TO PREMISES

The Grantor (the property owner), consents to and authorizes the United States Environmental Protection Agency (USEPA) or its authorized representatives, collectively the Grantee to enter and perform certain environmental response activities upon the following described premises:

ADDRESS:

PURPOSE OF INVESTIGATION

The purpose of the response activities is to determine whether the soil on the property is contaminated with lead.

ENVIRONMENTAL RESPONSE ACTIONS

The environmental response actions to be performed on said property may include the following activities:

Obtaining soil samples from Grantor's property

AGREEMENT NOT TO INTERFERE

The Grantor agrees not to interfere or tamper with any of the activities or work done, or the equipment used to perform the activities, or to undertake any actions regarding the use of said property which would tend to endanger the health or welfare of the Grantees or the environment, or to allow others to use the property in such a manner, during the term of this Agreement.

RESTORATION OF PROPERTY

The Grantee agrees that said property will be restored as nearly as possible to its original state and condition as found immediately preceding the beginning of activities authorized by this Agreement, following completion of the investigative activities.

SAMPLING ACTIVITIES

Grantee agrees to provide Grantor with the results of any and all sampling and/or analysis resulting from Grantee's response activities on the properties. Further, should Grantor desire, Grantee will freely make available to Grantor or Grantor's authorized representative split samples of any and all sampling which Grantee conducts on the properties. Sample bottles for the collection of any split samples shall be provided by Grantor, and disposition of any split samples taken by or for Grantor is Grantor's responsibility.

LIMITATION OF LIABILITY

USEPA's liability for damages to the property or injuries to persons which result from or are caused by the activities on the property shall be to the extent permitted by the Federal Tort Claims Act, and the

Federal Employee's Compensation Act, 28 U.S.C. §2671, et. seq., 5 U.S.C. §8101 et. seq., and 31 U.S.C. §3701 et. seq.

TERM

This access agreement shall be operable for the period of time it takes to complete the environmental response activities. Upon completion of the investigation, all rights and privileges given by the Grantor shall cease on that date, unless extended by subsequent agreement.

I have read the foregoing document and understand that it is an agreement granting permission to the Grantee to enter the above described premises for purpose of conducting environmental response activities, and I agree to its terms and conditions.

GRANTOR:

By: _____

Date: _____